

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
06-CA-227857	9-24-18

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Mattress Factory		b. Tel. No. 412-231-3169
		c. Cell No.
d. Address (street, city, state ZIP code) 500 Sampsonia Way Pittsburgh, PA 15212	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-Mail (b) (6), (b) (7)(C)@mattress.org
		h. Dispute Location (City and State) Pittsburgh, PA
i. Type of Establishment (factory, nursing home, hotel) Museum	j. Principal Product or Service Contemporary Art Museum	k. Number of workers at dispute location Approximately 45-50
l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a)(1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
See Attachment A.		

3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)	
4a. Address (street and number, city, state, and ZIP code) c/o Megan M. Block, Esq. 247 Fort Pitt Blvd. 4th Floor Pittsburgh, PA 15222	4b. Tel. No. 412-391-7711
	4c. Cell No.
	4d. Fax No. 412-281-9509
	4e. e-Mail megan@unionlawyers.net
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) N/A	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	Tel. No. 412-391-7711
By: <u>Megan M Block</u> (signature of representative or person making charge)	Office, if any, Cell No.
Megan M. Block, Esq. Print Name and Title	Fax No. 412-281-9509
September 24, 2018 Date:	e-Mail megan@unionlawyers.net
Address: c/o Healey and Hornack, 247 Fort Pitt Blvd, Fourth Floor, Pittsburgh, PA 15222	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

ATTACHMENT A—Basis of Charge

1. On May 16, 2018, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and several other employees signed a letter to Respondent outlining their concerns regarding sexual harassment in the workplace and management's response to these complaints. This letter was delivered to Respondent that day. Employees engaged in the conduct above for the purpose of mutual aid or protection.
2. Respondent, acting through (b) (6), (b) (7)(C) refused to speak or interact with employee (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) signed and personally delivered the letter on May 16, 2018. Since that time, Respondent has removed certain tasks from (b) (6), (b) (7)(C) job duties, including, but not limited to, attending Board meetings and planning preferred Development projects.
3. On May 18, 2018, Respondent, acting through (b) (6), (b) (7)(C) warned employees, including (b) (6), (b) (7)(C) that they were not to discuss sexual harassment issues during work hours and implied that they would no longer work for Respondent if they continued to do so.
4. On May 25, 2018, Respondent, acting through (b) (6), (b) (7)(C) yelled at employee (b) (6), (b) (7)(C) for work issues that had not been discussed for weeks or months. (b) (6), (b) (7)(C) then demanded to see (b) (6), (b) (7)(C) emails as proof that (b) (6), (b) (7)(C) was doing (b) (6), (b) (7)(C) job. This had never happened before (b) (6), (b) (7)(C) signed and personally delivered the letter to Respondent on May 16, 2018.
5. On May 30, 2018, Respondent, acting through (b) (6), (b) (7)(C) intimidated, yelled at, and berated employee (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) submitted (b) (6), (b) (7)(C) two weeks' notice because (b) (6), (b) (7)(C) was unhappy with the way that Respondent handled the sexual harassment allegations and felt unsafe at work.
6. On June 22, Respondent, acting through (b) (6), (b) (7)(C) discriminated against employees who signed the May 16, 2018 letter and verbally expressed dissatisfaction to Respondent about its handling of the sexual harassment investigation by promoting another employee who was less vocal. Respondent engaged in this conduct to discourage employees from engaging in concerted activities for the purpose of mutual aid or protection.
7. On or about July 24, 2018, Respondent, acting through (b) (6), (b) (7)(C) intimidated, yelled at, and threw paper at employee (b) (6), (b) (7)(C) who signed the May 16, 2018 letter.

8. On August 3, 2018, Respondent, acting through (b) (6), (b) (7)(C) confronted employee (b) (6), (b) (7)(C) asked if (b) (6), (b) (7)(C) fabricated the sexual harassment allegations, and told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) should "just get over it." The following day, (b) (6), (b) (7)(C) sent (b) (6), (b) (7)(C) a text stating if (b) (6), (b) (7)(C) "sees this bullshit brought into our work relationship again you will no longer work with me."

By engaging in the conduct described above in Paragraphs 2-8, Respondent has interfered with, restrained, and coerced employees in the exercise of their Section 7 rights, in violation of Section 8(a)(1) of the Act. Moreover, by engaging in the conduct in Paragraph 6, Respondent discriminated against employees who engaged in protected concerted activity for mutual aid or protection.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 6
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

Agency Website: www.nlr.gov
Telephone: (412)395-4400
Fax: (412)395-5986



Download
NLRB
Mobile App

September 25, 2018

(b) (6), (b) (7)(C)

Mattress Factory
500 Sampsonia Way
Pittsburgh, PA 15212-4444

Re: Mattress Factory
Case 06-CA-227857

Dear (b) (6), (b) (7)(C)

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner Stephanie J. Smith whose telephone number is (412)690-7119. If this Board agent is not available, you may contact Supervisory LMR Examiner Janet L. Schaefer whose telephone number is (412)690-7114.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Nancy Wilson". The signature is fluid and cursive, with the first name "Nancy" and last name "Wilson" clearly distinguishable.

Nancy Wilson
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

nm



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 6
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

Agency Website: www.nlrb.gov
Telephone: (412)395-4400
Fax: (412)395-5986



Download
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Mobile App

September 25, 2018

(b) (6), (b) (7)(C)

c/o Megan M. Block Esq.
247 Fort Pitt Blvd Fl 4
Pittsburgh, PA 15222-1510

Re: Mattress Factory
Case 06-CA-227857

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on September 24, 2018 has been docketed as case number 06-CA-227857. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner Stephanie J. Smith whose telephone number is (412)690-7119. If this Board agent is not available, you may contact Supervisory LMR Examiner Janet L. Schaefer whose telephone number is (412)690-7114.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Nancy Wilson", is written over a light gray circular background.

Nancy Wilson
Regional Director

cc: Megan M. Block, Esq.
Healey & Hornack, P.C.
247 Fort Pitt Blvd., Fl 4
Pittsburgh, PA 15222

nm

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Mattress Factory

Case 06-CA-227857

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them on the wall in the first floor open office of the Charged Party's facility located at 500 Sampsonia Way, Pittsburgh, PA. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

APP POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its Slack App and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the Slack App posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay.

(b) (6), (b) (7)(C) - \$15,000 total compensation

Net backpay \$8,448

Daily interest on backpay \$107

Total backpay \$8,555

Front pay \$6,445

Total compensation \$15,000

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor

Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Mattress Factory			Charging Party (b) (6), (b) (7)(C)		
By:	Name and Title	Date	By:	Name and Title	Date
/s/	(b) (6), (b) (7)(C)	12/23/2018	/s/	(b) (6), (b) (7)(C)	12/21/2018
Print Name and Title below (b) (6), (b) (7)(C)			Print Name and Title below (b) (6), (b) (7)(C) An Individual		
Recommended By:			Approved By:		
		Date			Date
<u>/s/ Stephanie Smith</u> Stephanie J. Smith Field Examiner		12/27/2018	<u>/s/ Nancy Wilson</u> Nancy Wilson Regional Director, Region 6		12/27/18



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT threaten you with discipline, discharge, loss of benefits, or unspecified reprisal if you engage in activity with other employees regarding your wages, hours, and working conditions.

WE WILL NOT tell you that you cannot discuss your working conditions with others.

WE WILL NOT retaliate against you by changing your working conditions because you exercise your right to bring issues and complaints to us on behalf of yourself and other employees.

WE WILL NOT refuse to promote you because you exercise your right to bring issues and complaints to us on behalf of yourself and other employees.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions with other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

YOU HAVE THE RIGHT to freely bring safety issues, sexual harassment complaints, and working condition complaints to us on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE HAVE made whole our employees whom we did not consider for a promotion.

Mattress Factory

(Employer)

Dated: _____

By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov and the toll-free number (844) 762- NLRB (6572).

1000 Liberty Ave., Rm. 904
Pittsburgh, PA 15222-4111

Telephone: (412)395-4400
Hours of Operation: 8:30 a.m. to 5:00 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer, Jason S. Scherer.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 6
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

Agency Website:
www.nlr.gov
Telephone: (412)395-4400
Fax: (412)395-5986

Agent's Direct Dial: (412)690-7117

January 2, 2019

(b) (6), (b) (7)(C)

Mattress Factory
500 Sampsonia Way
Pittsburgh, PA 15212-4444

Re: Mattress Factory
Case 06-CA-227857

Dear (b) (6), (b) (7)(C)

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on December 27, 2018. This letter discusses what the Employer needs to do to comply with the Agreement.

Notice Posting Requirements

Post Notice: Enclosed are five (5) copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer (not the Employer's attorney), must sign and date the Notice before posting it. The Notice must be posted on the wall in the first floor open office at the Employer's facility located at 500 Sampsonia Way, Pittsburgh, PA. The Notice must be posted for 60 consecutive days. The Employer must take reasonable steps to ensure that the Notice is not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notice.

Electronic Posting: The Agreement provides that the Employer will also post a copy of the signed and dated Notice on its "Slack App" and keep it continuously posted there for 60 consecutive days. The Employer must provide a printed paper copy of the Slack App posting as it is seen on the app. In the event it is necessary to review the Slack App posting, I will be in contact.

Certification of Posting: I have also enclosed a Certification of Posting form that must be completed and returned as soon as possible, but no later than **Wednesday, January 16, 2019**. Along with the Certification of Posting, the Employer must also provide one signed and dated copy of the Notice to Employees by **Wednesday, January 16, 2019**. This copy of the Notice to Employees must be signed and dated in the same manner as those physically and electronically

CERTIFICATION OF POSTING

RE: Mattress Factory
Case 06-CA-227857

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on (date)

1-8-2019 at the following location(s) (list specific places of posting¹):

(1) First floor near the time clock; (2) First floor bulletin board w/ other labor related postings.

Electronic Posting

The signed and dated Notice to Employees in the above matter was posted on the Employer's "Slack App" on (date) 1-8-2019. A printed paper copy of the Slack App Notice posting as it is seen on the app is attached.

I have completed this Certification of Posting form and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

(b) (6), (b) (7)(C)

By:

Title:

Date:

1-8-2019

This form must be returned to the Regional Office together with **ONE** original Notice, dated and signed in the same manner as those physically and electronically posted. If the Certification of Posting form, signed Notice and printout of the Slack App posting are returned via e-file or e-mail, no hard copies of these documents are required.

¹ Please note that the listing of Notice posting locations **must** be specific. For example, "On the bulletin board outside the north elevator on the 2nd and 3rd floors". General, non-specific listings such as, "by the time clock" will not be sufficient.

posted. If the Certification of Posting, signed Notice to Employees, and printout of the Slack App posting are returned via e-file or e-mail, no hard copies of these documents are required.

Remedial Action Requirements

Backpay: As provided in the Agreement, the Employer will make whole the employee named below by payment to (b) (6), (b) (7)(C) in the amounts set forth opposite (b) (6), (b) (7)(C) name:

Name	Backpay	Interest	Front Pay
(b) (6), (b) (7)(C)	\$8,448.00	\$107.00	\$6445.00

Based on a prior conversation with your attorney, it is my understanding that prior to December 31, 2018, the Employer issued three checks to (b) (6), (b) (7)(C) one check regarding the backpay amount, one check regarding the frontpay amount, and, one check regarding the interest amount. I was informed that appropriate withholdings were deducted from the backpay and frontpay checks and that no withholdings were deducted from the interest check.

If the above paragraph is correct, a copy of all these three checks, along with all explanatory statement(s) reflecting the amount of the deductions made from any of these checks, must be provided as soon as possible, but no later than **Wednesday, January 9, 2019.**

Certification of Compliance: A Certification of Compliance form is also enclosed and must be completed and returned as soon as possible, but no later than **Wednesday, January 23, 2019.** If the Certification of Compliance form is returned via e-file or e-mail, no hard copy of this document is required.

Case Closing

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that this case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees, the Certifications of Posting & Compliance, along with any related documents, will assist the Region in closing the case in a timely manner.

Thank you,

/s/ Jason S. Scherer

Jason S. Scherer
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
Certifications of Posting & Compliance

cc: Sally Griffith Cimini, Esq.
Leech Tishman Fuscaldo and Lampl LLC
525 William Penn Place
28th Floor
Pittsburgh, PA 15219

Leah Sell, Esq.
Leech Tishman Fuscaldo and Lampl LLC
525 William Penn Place
28th Floor
Pittsburgh, PA 15219

Megan M. Block, Esq.
Healey & Hornack, P.C.
247 Fort Pitt Blvd., Fl. 4
Pittsburgh, PA 15222

CERTIFICATION OF COMPLIANCE

RE: Mattress Factory
Case 06-CA-227857

Backpay

On (date) 12-26-2018, the Employer made payments to the employee named in the Settlement Agreement and/or Notice to Employees in the amount(s) set forth therein. Copies of these payments have previously been submitted to the NLRB's Region 6 Office on or before **Wednesday, January 9, 2019**.

I have completed this Certification of Compliance form and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By:

Title:

Date:

(b) (6), (b) (7)(C)

(- 8 - 20) 9

This form must be returned to the Regional Office. If the Certification of Compliance form and any related documents are returned via e-file or e-mail, no hard copies of these documents are required.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 06
1000 Liberty Ave., Rm. 904
Pittsburgh, PA 15222-4111

Agency Website:
www.nlrb.gov
Telephone: (412)395-4400
Fax: (412)395-5986

March 11, 2019

Leah Sell, Esq.
Sally Griffith Cimini, Esq.
Leech Tishman Fuscaldo and Lampl, LLC
525 William Penn Place
28th Floor
Pittsburgh, PA 15219

Re: Mattress Factory
Case 06-CA-227857

Dear Ms. Sell, Ms. Cimini:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the Informal Settlement Agreement.

Very truly yours,

Nancy Wilson
Regional Director

JSS

cc:

(b) (6), (b) (7)(C)

Mattress Factory
500 Sampsonia Way
Pittsburgh, PA 15212-4444

(b) (6), (b) (7)(C)

c/o Megan M. Block, Esq.
247 Fort Pitt Blvd., Fl. 4
Pittsburgh, PA 15222-1510

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247 Fort Pitt Blvd., Fl. 4
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